

# **Terms and Conditions of Sales**

## **DEFINITIONS**

The Company means Chatha hygiene Limited trading as Medway janitorial supplies, Unit 1, Northpoint business estate, Medway city estate, Rochester, Kent, ME2 4LX The Buyer means any person or company placing a verbal or written order with the Company.

## **GENERAL**

These Terms and Conditions shall form the basis of any contract between the Company and the Buyer(s). Unless specifically agreed in writing, these Terms and Conditions shall take precedence over and supersede any standard Terms and Conditions issued by the Buyer. No servant or agent of the Company has the power to vary these conditions verbally. The Company reserves the right to change these terms and conditions at any time without prior notice.

## **PRICE**

All quotations and estimates given by the Company are, unless otherwise stated, based on current costs of materials and wages and are subject to amendment on or after acceptance to meet any recognised rise or fall in such costs.

Any variation to the prices quoted as a result of government taxes and levies will be the express responsibility of the Buyer.

## **TERMS OF PAYMENT**

Unless otherwise expressly agreed in writing by the Company, the Buyer will pay strictly within 30 days of the invoice date submitted by the Company.

If payment of the price or any part thereof is not made by the due date, the Company shall be entitled:-

to charge interest on all outstanding amounts at the rate of 4% per annum above the current bank base rate, occurring daily until final settlement; to insist on payment in

advance of delivery for any outstanding goods until all outstanding debts are settled, without incurring any liabilities or penalties for delay to or non-delivery of these goods.

The ownership of any goods delivered by the Company shall only transfer to the Buyer when all outstanding monies owed to the Company have been paid in full. Until such payment is made the goods should be stored separately by the Buyer and labeled accordingly. The Company reserves the right of entry to the Buyer's premises to recover the goods in the event of default by the Buyer. All risks for such goods shall pass on delivery and the Buyer shall insure against such risks. The Buyer shall pay all accounts in full and shall not exercise any rights to set-off or counterclaim against any invoice submitted by the Company.

### **DELIVERY**

The price excludes delivery to the Buyer's site within the UK by any appropriate method of transport at the discretion of the Company. This site must be such that the goods can be reasonably safely loaded.

Next Working Day Delivery is available on a large range of products where stated, however whilst the Company undertakes to use its best endeavors to deliver the goods on the promised delivery date, it does not guarantee to do so. Time of delivery is not the essence of the contract unless expressly so stated in writing.

The Company shall not incur any liability or obligation in respect of any failure to deliver or delay in delivery occasioned by any cause beyond its control. In the case of any failure to deliver or delay in delivery by some cause within its control the Company shall be under no liability or obligation to the Buyer in respect of any indirect or consequential loss

Any complaint of short delivery or of damage to goods in transit must be notified within three days of receipt of goods and confirmed in writing at that time by the Buyer to the Company and any complaint or failure to deliver goods invoiced must be so notified within ten days of the date of invoice.

### **MINIMUM ORDER**

Orders placed on account are subject to a minimum order amount of £50.

## **INSPECTION**

It shall be the Buyer's duty to inspect, examine and test the goods before use and to satisfy himself of their fitness for any purpose for which they are intended to be used.

Any description of the goods has been given by way of identification only and the use of such description shall not constitute a sale by description. Any samples shown to the buyer are exhibited solely to enable the Buyer to judge the quality of the bulk and not so as to constitute a sale by sample.

## **LIABILITY**

Except as otherwise expressly mentioned in these conditions the Company shall have no liability of any kind whatsoever to the Buyer in respect of loss or damage whether direct, indirect or consequential, suffered by the Buyer whether in contract of negligence or otherwise in respect of any goods supplied or work done by the Company.

## **FORCE MAJEURE**

The performance of all contracts is subject to variations of cancellation by the Company owing to any Act of God, War, Strikes, Government Regulations or Orders, National Emergencies, Lock-outs, Fire, Flood, Drought, Tempest of any other cause beyond the control of the Company owing to any inability of the Company to procure materials or articles required for the performance of the contract and the Company shall not be held responsible for any inability to deliver caused by such contingency.

## **RETURNS AND REFUND POLICY**

### **Legal compliance**

This returns and refunds policy is in accordance with the EU Distance Selling Directive which came into force in October 2000 and is part of UK law under the Consumer Protection (Distance Selling) Regulations 2000. This law applies to all transactions within the UK where a consumer does not meet the vendor. Contracts between businesses are not governed by these regulations.

### **Your rights as a consumer**

In accordance with the law, you have a 14 day 'cooling off period' in which you have the right to cancel your purchase and receive a full refund for the goods (ie excluding the delivery charge). You do not need to give a reason for cancelling your purchase.

### **How to cancel within the 14 day cooling off period**

Should you wish to cancel your purchase within the 14 days cooling off period, please email us a [info@medwayjanitorialsupplies.co.uk](mailto:info@medwayjanitorialsupplies.co.uk) .

### **Refunds for unwanted goods - your 30 day money back guarantee**

Applicable where stated in the product information that the 30 day money back guarantee applies:

Providing that unwanted goods are received by us in unused, unopened and resale-able condition within 30 days of delivery, we will refund payment for the goods. Orders placed by credit or debit card from this website will be refunded directly to your credit or debit card. Orders placed by other means will be refunded by cheque. These refunds will be made within 14 days of return of goods and will amount to the the cost of the goods, including VAT.

**When you are sending items back to us we cannot accept liability for goods lost or damaged during transit.** You are advised to wrap the product carefully to avoid damage. You are also advised to return goods by recorded delivery, registered post, or by courier. Proof of postage will not be accepted as proof of delivery. Please remember to give us your name and address, and a copy of your purchase receipt.

**A restocking fee may apply for returns on business to business orders**

### **Guarantees and Warranties**

All Warranties and guarantees are offered by the manufacturer and not MJS unless otherwise stated.

All our guarantees and warranties are based on replacing parts, return and repair or return and replace.

Where possible we will send a replacement part, otherwise it is the customer's responsibility to return the goods for repair or replacement by a new or equivalent product.

### **30 Day money back Guarantee (Where stated)**

Our 30 day money back guarantee is based on the following conditions:

This guarantee strictly applies to goods being returned within 30 days of receipt. You must return the goods at your cost. You must inform MJS that you are returning the goods and we will issue you with a returns number of which must be attached to the package with your name and address, any goods returned without a returns number will not be accepted by goods inwards or refunded. Goods must be returned in original packaging with all contents enclosed. Goods must be unused and in a re - saleable condition this does not affect your standard product guarantee. Any goods being returned that are damaged or lost in transit will not be refunded. All goods being returned should be by registered post or by a reputable carrier this will give you the security of being able to claim in case of loss or damage. On receipt of goods received under the conditions listed above a refund will be issued within 30 days. All our products carry our own and also manufacturers guarantees none of these are affected by any of the above.

### **Out of stock items**

Our stock levels are continually monitored and replenished on a regular basis. If an item is out of stock and will not be replenished within a reasonable period of time we will contact you to let you know, and offer you a full refund for the product, or a suitable alternative if one exists.

### **Damaged or faulty goods**

If the product/order is damaged or faulty you must return the goods within 30 days, once we have received the goods back and established they were faulty we will replace them immediately by return. Prior to returning any goods please [call us on 01634 308 252](tel:01634308252) or email [info@medwayjanitorialsupplies.co.uk](mailto:info@medwayjanitorialsupplies.co.uk) for a returns number which must be included with the returned goods along with your name and address. We cannot be responsible for goods of which are returned without the above information supplied.

In the event of damage to property caused by malfunction or design fault (eg fire/water damage), the responsibility rests solely with the manufacturer of the item and any such claims will be passed from ourselves directly to the manufacturer.

Remember that any installation, if required, should be carried out by a qualified tradesman.

### **Price Watch Guarantee**

To the best of our knowledge our published prices are the best on the internet, and our marketing department constantly monitor the Internet to make sure they stay this way. If you do find the same product on sale on the Internet at a lower cost (on products where stated and inclusive of P&P) WE PROMISE TO BEAT THE PRICE. Just send us an email to [info@medwayjanitorialsupplies.co.uk](mailto:info@medwayjanitorialsupplies.co.uk) with the web site address and the description of the product; we will then contact you with a better offer.

### **Credit Cards Accepted**

We accept all major credit/debit cards. Most are listed below, however if yours is not listed, please feel free to contact us to check.

- Mastercard
- Visa
- Delta
- Switch
- Solo
- Maestro UK
- Electron

### **Cheques accepted**

Unlike many internet companies, we are happy to accept cheques. Simply attach your cheque to a *pro-forma* printed from the website, if you would prefer we can fax or email you one. Please contact us on [info@medwayjanitorialsupplies.co.uk](mailto:info@medwayjanitorialsupplies.co.uk) for more information or to request a pro-forma.

WEEE directive

More information on the WEEE directive available upon request.